

**DECEMBER 28, 2007**

MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**07 C 7290**

**BESTAR ELECTRONICS INDUSTRY CO., LTD., a )  
Chinese limited company, )  
 )  
Plaintiff, )  
v. ) Case No.  
 )  
DIGISOUND-WIE, INC., an Illinois corporation, )  
 )  
Defendant. )**

**JUDGE LEINENWEBER  
MAGISTRATE JUDGE MASON**

**COMPLAINT**

Plaintiff, BESTAR ELECTRONICS INDUSTRY CO., LTD., by and through its attorneys, TRESSLER, SODERSTROM, MALONEY & PRIESS, LLP and for its Complaint against Defendant, DIGISOUND-WIE, INC., states as follows:

**Parties**

1. Plaintiff, BESTAR ELECTRONICS INDUSTRY CO., LTD. (“BeStar”), is a Chinese limited company with its principal place of business in Jiangsu, China. BeStar is in the business of designing, manufacturing and selling electronic and acoustic components and equipment. Products manufactured by BeStar include, in part, electromagnetic buzzers, transducers, speakers, receivers, transmitters, alarms, and sirens/tweeters.

2. Defendant, DIGISOUND-WIE, INC. (“Digisound-WIE”), is an Illinois corporation with its principal place of business in Libertyville, Illinois. On information and belief, Digisound-WIE sells buzzers, sirens and loudspeakers, which are incorporated into automotive, telecommunication, fire and security, and white good products.

**Jurisdiction And Venue**

3. The Court has subject matter jurisdiction over this action under 28 U.S.C. § 1332(a)

because BeStar and Digisound-WIE are citizens of different states and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interests and costs. The Court has personal jurisdiction over Digisound-WIE because it is a citizen of Illinois.

4. Venue is proper in this District under 28 U.S.C. § 1391(a) because Digisound-WIE resides in this District and a substantial part of the events or omissions giving rise to Plaintiff's claim occurred in this District.

#### **Factual Background**

5. Beginning in or about November, 2006 Digisound-WIE purchased from BeStar and BeStar sold and delivered to Digisound-WIE, certain electronic and acoustic components and products (hereinafter "Goods") for the use and/or benefit of Digisound-WIE. Such Goods consisted primarily of transducers, receivers and buzzers.

6. Pursuant to purchase orders entered into among the parties, the parties agreed that BeStar would sell and supply Digisound-WIE with the Goods in exchange for payment within sixty (60) days of the date of invoice.

7. During the relevant time period, BeStar sold and supplied the Goods to Digisound-WIE, which accepted the Goods and became indebted to BeStar for the agreed purchase price for of the Goods.

8. Digisound-WIE has failed to pay in full the amount due and owing for all of the Goods that it received from BeStar. An outstanding sum of Three Hundred, Ninety-One Thousand, Six Hundred and Fifty-Three Dollars and Eighty Cents (\$391,653.80) currently remains due and owing to BeStar.

9. On December 17, 2007, BeStar made a demand upon Digisound-WIE for payment in full for the Goods of the amount due and owing to BeStar.

10. Despite the invoices and demand for payment, Digisound-WIE has wrongfully refused to pay BeStar the amount due and owing to BeStar for the Goods.

**COUNT I**  
**Breach of Contract**

11. BeStar re-alleges and incorporates herein by reference all of the allegations set forth in paragraphs 1 through 10.

12. Digisound-WIE's wrongful refusal to fully pay BeStar for the Goods it purchased and received constitutes a material breach of its contract with BeStar. BeStar has fully performed its obligations under their agreement.

13. BeStar has been damaged by Digisound-WIE's material breach of contract.

WHEREFORE, Plaintiff BESTAR ELECTRONICS INDUSTRY CO., LTD. respectfully requests judgment in its favor and against Defendant DIGISOUND-WIE, INC. in an amount no less than Three Hundred, Ninety-One Thousand, Six Hundred and Fifty-Three Dollars and Eighty Cents (\$391,653.80), plus prejudgment interest, and all court costs and attorneys' fees incurred as a result of the prosecution of this action and any other relief this Honorable Court may deem just and proper.

**COUNT II**  
**Quantum Meruit-Unjust Enrichment**

14. BeStar re-alleges and incorporates herein by reference all of the allegations set forth in paragraphs 1 through 10.

15. Beginning in or about November 2006, BeStar provided a substantial amount of Goods, which value totals over Three Hundred, Ninety-One Thousand, Six Hundred and Fifty-Three Dollars and Eighty Cents (\$391,653.80), to Digisound-WIE for use and benefit by Digisound-WIE.

16. BeStar billed Digisound-WIE for the Goods and expected to be paid for those Goods.

17. Digisound-WIE received and accepted the Goods from Bestar for its use.

18. Digisound-WIE has been unjustly enriched by the receipt of the Goods in an amount totaling over Three Hundred, Ninety-One Thousand, Six Hundred and Fifty-Three Dollars and Eighty Cents (\$391,653.80) from BeStar without fully paying for the goods.

19. Digisound-WIE's retention the Goods without paying for them violates the fundamental principles of justice, equity and good conscience.

WHEREFORE, Plaintiff, BESTAR ELECTRONICS INDUSTRY CO., LTD. respectfully requests judgment in its favor and against Defendant DIGISOUND-WIE, INC. in an amount to be proven at trial, plus interest, all court costs and attorneys' fees incurred as a result of the prosecution of this action and any other relief this Honorable Court may deem just and proper.

**COUNT III**  
**Account Stated**

20. BeStar re-alleges and incorporates herein by reference all of the allegations set forth in paragraphs 1 through 10.

21. BeStar sold and delivered the Goods to Digisound-WIE for the benefit and use by Digisound-WIE.

22. BeStar billed and sent invoices to Digisound-WIE for the Goods, which total Three Hundred, Ninety-One Thousand, Six Hundred and Fifty-Three Dollars and Eighty Cents (\$391,653.80).

23. On the dates sent, Digisound-WIE did not raise any objections to the invoices, the items listed on the invoices, or the amounts charged on the invoices.

24. BeStar made a demand upon Digisound-WIE for payment in full for the Goods in the amount due and owing to BeStar.

25. Despite the invoices and demand for payment, Digisound-WIE has wrongfully refused to pay BeStar the amount due and owing to BeStar for the Goods.

WHEREFORE, Plaintiff BESTAR ELECTRONICS INDUSTRY CO., LTD. respectfully requests judgment in its favor and against Defendant DIGISOUND-WIE, INC. in an amount to be proven at trial, plus interest, attorneys' fees, costs of this action, and any other relief this Honorable Court may deem just and proper.

**COUNT IV**  
**Replevin**

26. BeStar re-alleges and incorporates herein by reference all of the allegations set forth in paragraphs 1 through 10.

27. Digisound-WIE does not have an ownership interest in the Goods that BeStar sold it.

28. In light of Digisound-WIE's failure to pay BeStar the amount due and owing, Digisound-WIE has a duty to immediately return the unpaid Goods to BeStar.

29. Despite this obligation, Digisound-WIE has failed to return the unpaid Goods to BeStar.

30. Accordingly, BeStar is entitled to an order of replevin ordering Digisound-WIE to immediately return to BeStar the unpaid Goods that Digisound-WIE has failed to return.

WHEREFORE, Plaintiff BESTAR ELECTRONICS INDUSTRY CO., LTD. prays for judgment in its favor and against Defendant DIGISOUND-WIE, INC. requiring Defendants DIGISOUND-WIE, INC. to immediately return to Plaintiff BESTAR ELECTRONICS INDUSTRY CO., LTD. the unreturned Goods, all court costs and attorneys' fees incurred as a

result of the prosecution of this action and any other relief this Honorable Court may deem just and proper.

BESTAR ELECTRONICS INDUSTRY CO., LTD.

By: /s/ James K. Borcia  
One of Their Attorneys

Daniel R. Formeller  
James K. Borcia  
Charmagne Topacio  
Tressler, Soderstrom, Maloney & Priess, LLP  
233 South Wacker Drive, 22nd Floor  
Chicago, IL 60606-6308  
Tel.: (312) 627-4000

Ctl/423294